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June 12, 2006

Mr. Charles L. A. Terreni
Chief Clerk/Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

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JUN 12 PM 1:27

Re: Petition of Charter Fiberlink SC-CCO, LLC for Arbitration of Certain Terms
and Conditions of Proposed Agreement with Piedmont Rural Telephone
Cooperative, Inc. Concerning Interconnection Under the Communications Act
of 1934, as Amended by the Telecommunications Act of 1996
Docket No. 2006-142-C

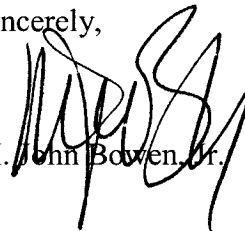
Dear Mr. Terreni:

Enclosed for filing please find an original and ten (10) copies of an Interim Arrangement entered into between Piedmont Rural Telephone Cooperative, Inc. and Charter Fiberlink SC-CCO, LLC. Signatures on the enclosed agreement are in PDF format. As soon as original signatures are received in our office, they will be forwarded to the Commission. By copy of this letter and Certificate of Service, all parties of record are receiving a copy of this Interim Agreement.

Please clock in a copy of this filing and return it with our courier.

Thank you for your assistance.

Sincerely,



M. John Bowen, Jr.

MJBJR:rwm
Enclosures

cc: John J. Pringle, Jr., Esquire
C. Lessie Hammonds, Esquire, ORS
Shannon B. Hudson, Esquire, ORS

**MUTUAL EAS TRAFFIC EXCHANGE
INTERIM ARRANGEMENT**

Between

Piedmont Rural Telephone Cooperative, Inc

And

Charter Fiberlink SC- CCO, LLC

MUTUAL EAS TRAFFIC EXCHANGE
INTERIM ARRANGEMENT

This Mutual EAS Traffic Exchange Interim Arrangement ("Arrangement") is effective as of the "Effective Date, as set forth in Section 9, by and between Charter Fiberlink SC- CCO, LLC. ("Charter") with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131, and Piedmont Rural Telephone Cooperative, Inc. ("PRTC") with offices at 201 Anderson Drive, P.O. Box 249, Laurens, SC 29360.

WHEREAS, Charter is a Competitive Local Exchange Carrier providing telecommunications services within the state of South Carolina; and

WHEREAS, PRTC is an Incumbent Local Exchange Carrier in the State of South Carolina; and

WHEREAS, Charter and PRTC wish to establish an interim arrangement for the exchange of Extended Area Service ("EAS") calls between their networks;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Charter and PRTC hereby agree as follows:

1.0 DEFINITIONS

As used in this Arrangement, the following terms shall have the meanings specified below:

- 1.1 "Local/EAS Traffic" is defined for all purposes under this Arrangement as telecommunications traffic which is primarily voice traffic, (i) that is originated by an end user of a Party who is physically located in one exchange, and that terminates to an end user of the other Party who is physically located in another exchange, where the originating and the terminating exchanges have EAS between them, or (ii) that is originated by or terminated to a Charter end user described in Section 2.4. The terms "exchange" and "EAS exchanges" are defined and specified in the PRTC, BellSouth and Verizon General Subscriber Service Tariffs for the State of South Carolina.
- 1.2 "Party" means either Charter or PRTC, and "Parties" means Charter and PRTC.

- 1.3 “PRTC’s Local Service Area” means the geographic area comprising the exchanges (as defined in PRTC’s General Subscriber Service Tariff) within which PRTC provides retail telecommunications services as an Incumbent Local Exchange Carrier.

2.0 SCOPE

- 2.1 Each Party represents that it holds itself out as a telecommunications carrier and complies with appropriate federal and state requirements applicable to such entities, including but not limited to directly providing retail telecommunications to end user customers.
- 2.2 Charter submitted a written interconnection request to PRTC, and the Parties intend to negotiate an interconnection agreement pursuant to 47 U.S.C. § 251. In the interim, the Parties mutually desire to enter into an arrangement whereby Local/EAS Traffic (as defined in Section 1.1 of this Arrangement) (i) that originates from PRTC end users located in PRTC’s Local Service Area and terminates to Charter’s end users located outside PRTC’s Local Service Area, but within the PRTC EAS exchanges, and (ii) that originates from Charter end users located outside PRTC’s Local Service Area, but within the PRTC EAS exchanges, and terminates to PRTC end users located within PRTC’s Local Service Area, can be completed. This Arrangement does not apply to traffic originated by or terminated to Charter end users located within PRTC’s Local Service Area. Neither the existence of this Arrangement nor either Party’s performance hereunder will toll, delay, alter, extend, reduce or otherwise modify any statutory time frames set forth in 47 U.S.C. Section 252 that may apply to the negotiation, mediation, arbitration and approval of an interconnection agreement being negotiated between the Parties.
- 2.3 In order to accomplish the Local/EAS Traffic exchange in an appropriate manner, the Parties propose and agree to the following terms and conditions, which shall apply to the Parties’ exchange of Local/EAS Traffic on an interim basis until such time as a final interconnection agreement is negotiated between the Parties and approved by the South Carolina Public Service Commission (“Commission”). This Arrangement shall automatically terminate (i) when the final Interconnection Agreement between the Parties is approved by the Commission, or (ii) if Charter is required to establish direct interconnection with PRTC for the exchange of Local/EAS traffic pursuant to the final approved Interconnection Agreement, when such direct connection has been established, whichever occurs later.
- 2.4 As of the date of this Arrangement, the Parties do not agree on whether five (5) end user customers of Charter are physically located in PRTC’s Local Service Area or in adjacent service areas of BellSouth or Verizon that have EAS to PRTC’s Local Service Area. Notwithstanding any provision of this Arrangement to the contrary, the Parties agree that the traffic to and from such

end users shall be deemed to be Local/EAS Traffic under Section 1.1 hereof. After the date of this Arrangement, if the Parties do not agree on whether any other end user customer of Charter is physically located in PRTC's Local Service Area or in adjacent service areas of BellSouth or Verizon that have EAS to PRTC's Local Service Area, the Parties agree that the traffic to and from such end user shall be deemed to be Local/EAS Traffic under Section 1.1 hereof during the pendency of such dispute, and the Parties shall, acting in good faith, attempt to determine the physical location of such end user in relation to the boundaries of PRTC's Local Service Area and the adjacent service areas of BellSouth or Verizon that have EAS to PRTC's Local Service Area within ten (10) business days (or such longer period as may be agreed upon) after the date of receipt of the disputing Party's claim. If the dispute is not resolved within such time period, then either Party may seek expedited mediation of the dispute before the South Carolina Office of Regulatory Staff or may seek expedited declaratory relief regarding the physical location of such end user customer before the South Carolina Public Service Commission.

Charter shall have full responsibility to provide 911 services to all such end user customers identified in this Section 2.4. Charter shall indemnify and hold PRTC harmless against any claims from these end user customers or other third parties arising as a result of 911 calls made or attempted to be made utilizing Charter's service provided to the end user customers identified in this Section 2.4. PRTC will notify Charter promptly in writing of any of the aforementioned claims, and Charter will promptly assume the defense of such claim, lawsuit or demand. Charter's indemnification obligations hereunder shall not apply to any claim by an end user customer or other third party to the extent such claim is caused by, arises out of, or in connection with the negligence, intentional acts or omissions, or willful misconduct of PRTC, including its employees, agents and contractors..

3.0 NUMBERS

Upon execution of this Arrangement, PRTC shall open Charter's NPA-NXX code(s) associated with rate centers within PRTC's EAS exchanges in PRTC's switch, but not Charter NPA-NXX code(s) associated with rate centers within PRTC's Local Service Area. PRTC shall treat calls from PRTC end users to Charter end users as Local/EAS Traffic when they terminate to Charter end users physically located within the exchange(s) associated with the Charter NPA-NXX(s) in PRTC's EAS exchanges, and Charter shall treat calls to PRTC end users from Charter end users physically located within the exchange(s) associated with the NPA-NXX(s) in PRTC's EAS exchanges as Local/EAS traffic.

4.0 LOCAL/EAS TRAFFIC

Calls between PRTC end users and Charter end users who are physically located in the exchange(s) associated with the NPA-NXX(s) in PRTC's EAS exchanges shall be rated as Local/EAS Traffic. The Parties agree on the following arrangements for routing Local/EAS Traffic under this Arrangement:

- 4.1 Local/EAS Traffic originated by PRTC end users shall be routed over the existing trunk facilities, on the Effective Date, between PRTC and BellSouth's Greenville Tandem, as long as sufficient capacity exists, and BellSouth accepts the traffic over such trunks. Local/EAS Traffic originated by Charter end users shall also be routed through BellSouth's Greenville Tandem. This Arrangement shall automatically terminate (i) when the final Interconnection Agreement between the Parties is approved by the Commission, or (ii) if Charter is required to establish direct interconnection with PRTC for the exchange of Local/EAS traffic pursuant to the final approved Interconnection Agreement, when such direct connection has been established, whichever occurs later.

5.0 COMPENSATION

- 5.1 Charter agrees to be responsible for all transit charges associated with Local/EAS Traffic originated by its end users, and to reimburse PRTC for all transit charges actually assessed to and paid by PRTC to any third party carriers applicable to the routing of Local/EAS Traffic that originates on PRTC's network and terminates to Charter's NPA-NXXs that were opened in PRTC's switch pursuant to Section 3 of this Arrangement.
- 5.2 Upon a reasonable request by Charter, PRTC shall provide Charter with confirmation that BellSouth is charging PRTC for Charter transit traffic and the rate for such charges. Because BellSouth does not provide a detailed transit bill for PRTC-originated transit traffic, PRTC shall bill Charter for reimbursement of the transit charges associated with Charter traffic by measuring the number of MOU originated by PRTC to Charter's LRN multiplied by the transit rate BellSouth is charging PRTC. Supporting documentation for PRTC's bill for transit charges shall also be provided upon request.
- 5.3 Each Party shall be responsible for all costs and expenses for transporting its end users' Local/EAS Traffic to their respective meet points with BellSouth. It is both Parties understanding that the BellSouth transit rate covers the cost from the meet point of one Party to the meet point of the other Party, therefore there are no separate transport costs.
- 5.4 There shall be no other compensation paid between the Parties for the exchange of Local/EAS Traffic except as listed in Section 5.1.

6.0 PAYMENT

In consideration of the services and facilities provided under this Arrangement, the Parties shall bill each other on a monthly basis all applicable charges set forth in this Arrangement. The Party billed (“Billed Party”) shall pay to the invoicing Party (“Billing Party”) all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the prior business day.

7.0 TOLL TRAFFIC

Charter and PRTC acknowledge that intrastate, interstate and international toll traffic originated by or terminated to Charter end users or PRTC end users, as the case may be, will continue to be routed in accordance with Bellcore Traffic Administration instructions and is not part of this Arrangement.

8.0 RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Arrangement, neither Party waives, and each Party hereby expressly reserves, its rights (a) to assert positions contrary to, inconsistent with, or different than those set forth in this Arrangement in connection with the negotiation of the formal interconnection agreement described in Section 2 of this Arrangement or any other agreement between the Parties, or otherwise; and (b) to seek changes in this Arrangement through the negotiation and/or arbitration of an agreement for the exchange of traffic between the Parties upon terms and conditions different from this Arrangement. Nothing in this Arrangement shall be deemed to limit or prejudice any position a Party has taken or may take before the South Carolina Public Service Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. Furthermore, nothing herein shall be construed as or is intended to be a concession or admission by either Party that any rate, term, provision or condition in this Arrangement is required by applicable law or binds or otherwise obligates a Party to include or accept the same or similar rates, terms, provisions or conditions in any formal interconnection or other agreement entered into by the Parties after the date hereof or any other agreement entered into by either Party with any other person, and each Party expressly reserves its full right to hereafter assert and pursue different, contrary, inconsistent and additional rates, terms, provisions and conditions. The provisions of this Section shall survive the expiration, cancellation or termination of this Arrangement.

9.0 EFFECTIVE DATE & APPROVAL

This Arrangement shall be effective as of the date it is executed by the second Party hereto. Either Party may submit this Arrangement to the South Carolina Public Service Commission (“Commission”) for approval pursuant to 47 U.S.C. §

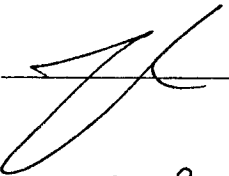
252. In the event that the Commission rejects this Arrangement, the Parties agree to petition the Commission to establish the terms and conditions applicable to their exchange of traffic.

10. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

Charter Fiberlink, SC-CCO, LLC

Piedmont Rural Telephone Cooperative, Inc.

By:  _____

By: _____

Its: SUP & GM _____

Its: _____

Date: 6/8/06 _____

Date: _____

252. In the event that the Commission rejects this Arrangement, the Parties agree to petition the Commission to establish the terms and conditions applicable to their exchange of traffic.

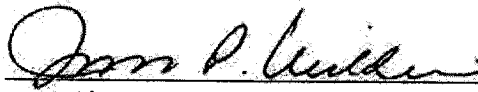
10. **MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

Charter Fiberlink, SC-CCO, LLC

Piedmont Rural Telephone Cooperative, Inc.

By: _____

By: 
JAMES P. WILDER

Its: _____

Its: CEO

Date: _____

Date: 9 JUNE 2006